

to secure the defendant the sum of twenty-one thousand five hundred dollars, which, according to the recital, was due from the mortgagor to him. This deed was executed in pursuance of the provisions of the act of 1833, ch. 181, and in conformity therewith, a petition was filed on the equity side of Baltimore County Court, on the 6th of December, 1842, and on the same day a decree was passed by that court, providing for the sale of the real estate and chattels real, for the payment of the mortgage debt, with interest, when it should become due, according to the terms of the mortgage, as by the said act is authorized.

This decree, as is shown by a record thereof, filed in this cause, now remains in the Baltimore County Court, and it is no part of the object of the present bill, to interfere with it in any way. Prior to the period limited for the payment of the money by the terms of the decree, that is to say, on the 16th day of February, 1844, the mortgagor, Elizabeth Osborne, conveyed to the defendant, the mortgagee, her equity of redemption in the mortgaged premises, for the consideration as expressed in the conveyance of \$7,750, and this conveyance, also, is impeached by these complainants. I do not understand it to be insisted that this court has the power to vacate or annul the decree of Baltimore County Court, that court by the terms of the act of assembly referred to, having concurrent jurisdiction with this court to pass decrees, upon mortgages of this description, upon the *ex parte* application of mortgagee, or his assigns, and as the decree passed by Baltimore County Court, upon the mortgage, is not to be called in question in this court, I do not clearly see how the mortgage, the foundation of that decree, can be impeached here.

But even if this objection could be overcome, and it would be competent for this court to set aside the decree of Baltimore County Court, this bill does not ask for the exertion of any such power, its object and prayer being to vacate the deeds, and not the decree passed upon one of them, and if, therefore, this court should now pronounce the mortgage of November, 1842, fraudulent and void, it would be adjudging that void, which a